THE HON'BLE MR JUSTICE V.V.S.RAO

WRIT PETITION No.20637 of 1999

Dated:05.07.2006

Between:

Vasireddy Rambabu.

…Petitioners

and

The Superintending Engineer (Operation), A.P.Transco, Rajahmundry, East Godavari District, and others.

…Respondents

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ORDER:

The petitioner is a resident of V.L.Puram, Rajahmundry, East Godavari District. He filed the instant writ petition seeking a writ of mandamus declaring the action of the respondents in demanding Rs.56,836/- towards Current Consumption charges from him in respect of the power supply availed for service connection No.25862 of M/s.Sai Plastic Industry, as illegal and arbitrary. He also seeks a further declaration that the action of the respondents in disconnecting power supply to his lodge and residential house bearing service connection Nos.29770 and 32831 in Rajahmundry Town, as illegal and arbitrary.

The brief fact of the matter is as follows. The petitioner is a resident of V.L.Puram in Rajahmundry. He obtained two Category-I (domestic) service connections bearing Nos.29770 and 30756. The first one was in his name and the second one in the name of his wife. As the Proprietor of Sidhardha Lodge in Rajahmundry, he also obtained service connections bearing Nos.32831 and 62488, again in the name of the petitioner and his wife, respectively. The petitioner alleges that he is paying the amounts regularly. On 04.02.1998, the third respondent issued a notice to M/s.Sai Plastic Industries demanding payment of Rs.1,58,363.25 ps. towards Current Consumption charges from the month of December 1994. The amount was not paid, and therefore, the respondents disconnected the power supply on 30.01.1995. The petitioner alleges that as he is a partner of M/s.Sai Plastic Industries, he is being asked to pay the amount, and the respondents threatened with disconnection of the power supply to the petitioner's house and Lodge on the ground of non-payment. He alleges that a demand was raised by proceedings dated 28.04.1999 to

pay an amount of Rs.56,836/-, being the Current Consumption charges up to November 1996 in respect of service connection No.25862 belonging to M/s.Sai Plastic Industries. Aggrieved, by the same, the present writ petition is filed.

The third respondent filed a detailed counter affidavit. It is stated that the petitioner is one of the partners in M/s.Sai Plastic Industries at Morampudi and in the suit filed on the file of the Court of the IV Additional Junior Civil Judge, Rajahmundry, being O.S.No.362 of 1999, the petitioner himself filed an affidavit to the effect that he obtained service connection bearing No.25862. Therefore, it is stated that the petitioner is liable to pay the amount and the demand raised is not illegal.

The learned Counsel for the petitioner relied on Condition No.42.3(d) of the "Terms and Conditions of supply of Electrical Energy by the Andhra Pradesh State Electricity Board" (hereinafter called, the Terms and Conditions). The same reads as under.

> 42.3 Where any consumer defaults in payment of –
>
> (a) to (c) omitted
>
> (d) Any other sums payable to the Board under the contract of supply or the tariff and terms and conditions of supply notified by the Board, under Section 49 of the Electricity Supply Act, the Board may, without prejudice to its other rights cause to be disconnected all or any of the other services of the consumer though such services be distinct and are governed by separate agreements and though no default occurred in respect thereof.

The above condition does not in any manner support the learned Counsel for the petitioner. In plain terms, it authorizes the Electrical Supply Company to disconnect all or any of the other services of the consumer though such services are distinct and are governed by separate agreements, if there is any default in payment of the amounts to the Electricity Company in respect of any other service connection. Even if there is no default in respect of the service to be disconnected, still it can be done. In this case, admittedly, the petitioner is a partner in M/s.Sai Plastic Industries, and being so, he is equally liable to pay the arrears. Therefore, there would not be any illegality even if the respondents disconnected the power supply given to the petitioner's

Lodge as well as his residential house.

The Writ Petition is devoid of any merit. However, the learned Counsel for the petitioner submits that his client is willing to pay the amount in installments. If the petitioner wants to do so, he may approach the Superintending Engineer under Rule 34(a) of the Terms and Conditions.

The Writ Petition, subject to the above observations, is accordingly dismissed. No costs.

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(V.V.S.RAO, J)

05.07.2006
vs